

SAML DODD WORTH STATIONARY CO KANSAS CITY MO 64114

preciate the value of said land for general farming purposes all notes secured by this mortgage shall immediately become due and payable, at the option of the holder of this mortgage.

(8). If default be made in the payment of said notes (principal and interest notes) or any or either of them when the same become due and payable; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; or if the title of the said first party at the date hereof is other than fee simple, free and unincumbered; or in case of any default to refund on demand any moneys which have been paid out by the holder of this mortgage for taxes, insurance, liens abstract of title, or extension of abstract of title, to said premises, protecting said title, or for any purpose authorized in this mortgage; then, the whole of the principal sum hereby secured, together with the interest accrued thereon, shall thereupon, at the option of the said second party, without notice, become immediately due and payable (anything herein or in said notes to the contrary notwithstanding) and this mortgage may be immediately foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid.

(9). In case of foreclosure said second party shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of said premises, collect the rents and profits thereon and apply the same as the Court may direct.

(10). In case of foreclosure hereof said real estate shall be sold without appraisalment, and the judgement rendered shall, if the holder hereof so desires, provided that the herein described property (whether same be in separate tracts or parcels) shall be sold together and not in parcels. Said first party further expressly waives all benefits of the homestead and stay laws of said State.

(11). In the event of the passage, after the date of this mortgage, of any law of the State of Kansas, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.

(12). That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.

(13). All covenants and agreements in these presents contained to be kept and performed by said party of the first part shall extend to and be binding and obligatory upon the heirs, executors, administrators, assigns and legal representatives of said party of the first part, and whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.

(14). This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void and shall be released by the second party at the cost and expense of said first party; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said first parties have hereunto set their hands and seals the day and year first above written.

Minnie Seele
Henry G. Seele Hulda Seele (Seal)
Geo. W. Rumsinger Mary Rumsinger (Seal)
Louise Schulmeyer P. E. Schulmeyer (Seal)

Executed and delivered in presence of

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, THAT on this 24th day of Oct. A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State came Minnie Seele, a widow, Henry G. Seele and Hulda Seele his wife, Mary Rumsinger and Geo. W. Rumsinger, her husband who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

S. A. Wood Notary Public

Legal Seal

My commission expires April 10, 1933.

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 23 day of October A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, came Louise Schulmeyer and P. E. Schulmeyer who are personally known to me to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

My commission expires March 25, 1933.

R. M. Fitzpatrick Notary Public

Recorded Oct. 27, 1930 A. D. at 8:50 A. M.

Elaine D. Armstrong Register of Deeds
